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July 11, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M. Street, NW, Room 222
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES. CS DOCKET NO. 96-83; AND PREEMPTION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS. IB DOCKET NO. 95-59.

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Insignia Management Group, L.P. provides property management services for multi-unit, residential apartment buildings with a portfolio consisting of a total of 1,284 properties or 213,433 units in 45 states and 608 cities. Consequently we have entered into hundreds of thousands of leases with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Vina Wrensch

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Enclosures





Apartment Lease Contract

Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a Binding Legal Document — Read Carefully Before Signing

Moving In — General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident (*list all people signing the Lease Contract*): _____

_____ and *us*, the owner:

(name of apartment community or title holder). You've agreed to rent Apartment No. _____, at _____

_____ (street address) in _____ (city),

Texas, _____ (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else.

Guarantor(s). If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty should be attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*): _____

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than _____ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

3. **CONTRACT TERM.** The initial term of the Lease Contract begins on the _____ day of _____, 19____, and ends at midnight the _____ day of _____, 19____. This Lease Contract will automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract. You must give written move-out notice as required by paragraph 37.

4. **SECURITY DEPOSIT.** Your total security deposit for all purposes, and for all residents, is \$ _____, due on or before the date this Lease Contract is signed.

5. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other key(s) for _____. Keys must not be duplicated. Your spouse or any resident or occupant who has permanently moved out according to a remaining resident's affidavit is (at our option) no longer entitled to occupancy or keys.

6. **RENT; CHARGES.** You will pay \$ _____ per month for rent, payable in advance and without demand: [*check one*]
☐ at the on-site manager's office, or
☐ at _____

You must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission.

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one month's rent in advance, or by any other means. Deposited rent to the first of

of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ _____ plus a late charge of \$ _____ per day until paid in full. Daily late charges must not exceed 15 days for any single month's rent. You will pay a charge of \$ _____ for each returned check, plus initial and daily late charges from due date until we receive acceptable payment. Charges for violating the pet restrictions of paragraph 27 (or our pet rules) will be \$ _____ per day (not exceeding \$10 per day). *You must not withhold or offset rent unless authorized by statute.*
Your apartment will be: ☐ furnished; or ☐ unfurnished.

7. **UTILITIES.** We'll pay for the following items, if checked:

☐ water; ☐ gas; ☐ electricity; ☐ cable TV;
☐ wastewater; ☐ trash; ☐ master antenna.

You'll pay for all other utilities, related deposits, and charges on utility bills connected in your name. You must not allow utilities to be disconnected — including disconnection for not paying your bills — until the Lease Contract term or renewal period ends. Cable channels that we provide may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, use only battery-operated lighting. If the apartment is submetered, we'll attach an addendum to this Lease Contract in compliance with Public Utility, Natural Resource Conservation, or Railroad Commission rules.

8. **INSURANCE.** We urge you to get your own insurance for losses due to theft, fire, smoke, water damage, and the like. You intend to [*check one*]:

☐ not buy insurance to protect against such losses; or
☐ buy insurance from your own agent to cover such losses.

If neither is checked, you will not have any insurance coverage.

9. **YOUR SECURITY RIGHTS. What We Must Provide.** Texas law requires that we provide, at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorknob lock or a keyed dead bolt lock on each exterior door; and (3) a pin lock, door handle latch, or security bar on each sliding glass door. After January 1, 1995, (or after September 1, 1993 for all new dwellings completed after that date) we must provide: (1) a keyless bolting device (keyless dead bolt lock) and doorviewer (peephole) on each exterior door; and (2) a pin lock plus a security bar or door handle latch on each sliding glass door. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You May Request. Subject to limitations, under Texas law you may at any time ask us to: (1) install a keyed dead bolt, keyless dead bolt lock, and doorviewer on all exterior doors; (2) install a pin lock and security bar on all sliding glass doors; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them unless the device is required by statute when occupancy begins.

What You Are Now Requesting. You now request (in addition to any existing security devices) the following:

☐ keyed dead bolt lock; ☐ sliding door pin lock;
☐ keyless dead bolt lock; ☐ sliding door security bar; or
☐ doorviewer (peephole); ☐ none of the above.

If no item is checked, then you request no additional security devices.

Repairs/Advance Payment. You must pay for all repairs arising from misuse or damage by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days